

VERIZON VIRGINIA INC.

And

AT&T COMMUNICATIONS OF VIRGINIA, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES

**[Exhibit A to be inserted upon issuance of the FCC's order in the cost
phase of CC Docket No. 00-251]**

EXHIBIT B**NETWORK ELEMENT BONA FIDE REQUEST PROCESS**

1.0. Any request by AT&T for access to a Verizon unbundled Network Element or Combination that is not already available and that Verizon is required by Applicable Law to provide shall be treated as a Network Element Bona Fide Request pursuant to this Exhibit B.

1.1 Notwithstanding anything to the contrary in this Exhibit B, Verizon shall not be required to provide a proprietary Network Element to AT&T under this Exhibit B except as required by Applicable Law.

2.0 The following process shall be used to promptly consider and analyze requests for Network Elements and Combinations required to be provided under Applicable Law which are not specifically identified in this Agreement. These requests shall hereinafter be referred to as "Network Element Bona Fide Requests." The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

3.0 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element or Combination.

4.0 Within ten (10) business days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.

5.0 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to AT&T a preliminary analysis in writing of such Network Element Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to AT&T. The Preliminary Analysis shall (i) state whether Verizon will offer access to the Network Element or Combination or (ii) provide an explanation that access to the Network Element or Combination is not technically feasible and/or that the request does not qualify as a Network Element or Combination that is required to be provided by Verizon under Applicable Law.

6.0 If Verizon determines that the provision of a Network Element or Combination requested in the Network Element Bona Fide Request is technically feasible and is required to be provided under Applicable Law, it shall proceed with developing the Network Element Bona Fide Request upon written authorization from AT&T. When it receives such written authorization, Verizon shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Within 90 days of its receipt of such request by AT&T to proceed with developing the Network Element Bona Fide Request, Verizon shall provide a quote for the Network Element or Combination requested, including a description of each Network Element or Combination, its availability, applicable prices and installation intervals (hereinafter referred to as a "BFR Quote").

7.0 Unless the Parties otherwise agree, the Network Element or Combination requested must be priced in accordance with Section 252(d)(1) of the Act.

8.0 Within thirty (30) days of its receipt of the BFR Quote, the AT&T must either confirm its order for the Network Element Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.

9.0 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 28.11.

10.0 AT&T may cancel its Network Element Bona Fide Request at any time but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

**VERIZON WIRE CENTERS ELIGIBLE FOR THE LOCAL
SWITCHING EXCEPTION¹**

<u>VIRGINIA WIRE CENTER</u>	<u>CLLI CODE</u>
BUTE	NRFLVABS
QUEEN STREET	HMPNVAQN
ALEXANDRIA	ALXNVAAX
ARLINGTON	ARTNVAAR
BARCROFT	ALXNVABA
CENTREVILLE	CNVIVACT
COLUMBIA PIKE	ARTNVACK
FAIRFAX	FRFXVAFF
FOX MILL ROAD	RSTNVAFM
HERNDON	HRNDVAHE
LEWINSVILLE	MCLNVALV

¹ Pursuant to the requirements of 47 C.F.R. §51.319(c)(2), as may be amended from time to time.

SCHEDULE 4

INTERCONNECTION

1. Compensation terms for Exchange Service Interconnection Traffic ("ESIT")(i.e., applicable traffic carried over Traffic Exchange Trunks) and facilities and trunking to provide ESIT are set forth in Exhibit A (Pricing) of this Agreement.
2. Related record-keeping and record exchange requirements are set forth in Section 5.6 (Measurement and Billing) and related Schedules of this Agreement.
3. Charges for physical network interconnection, including port, collocation, and transport (facility and trunk) will be pursuant to Exhibit A (Pricing) of this Agreement.
4. Interconnection provided by VERIZON to AT&T shall be at least equal in quality to that provided to itself or any subsidiary, affiliate or third party and is subject to the requirements of Section 26 (Performance Standards, Measurements and Penalties) of this Agreement.

PART A: POINTS OF INTERCONNECTION

1. Each Party shall interconnect to the other Party's network in accordance with the following:
 - 1.1 VERIZON shall permit AT&T to interconnect at any technically feasible point on the VERIZON network, including, without limitation, Tandems, End Offices, outside plant facilities, and customer premises. The point where the Parties interconnect shall be called a Point of Interconnection ("POI"). Such POIs shall be used to (1) deliver ESIT originating on AT&T's network to VERIZON and (2) to exchange Ancillary Traffic, Transit Traffic and Meet Point Billing Traffic.
 - 1.2 At AT&T's sole discretion, AT&T will establish one or more POIs within a LATA in which AT&T offers local exchange service.
 - 1.3 VERIZON shall interconnect to the AT&T network (i.e., establish a POI) for the delivery of ESIT originating on the VERIZON network at such points mutually agreed to between the Parties or, lacking mutual agreement, at each respective AT&T Switch serving the terminating AT&T end user.
 - 1.4 Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering its network on its respective side of each POI.
 - 1.5 Each Party shall compensate the terminating Party under terms of this Agreement for any transport that is used to carry ESIT between the POI and a distant switch

serving the terminating end user. Such transport shall be either Dedicated Transport or Common Transport pursuant to the interconnection method elected by the originating Party, subject to the terms of Part B.

- 1.6 In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for both Parties' traffic between the remote AT&T switch and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T Switch Center for the purposes of this Schedule.
- 1.7 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.
- 1.8 Nothing in this Schedule shall limit AT&T's right to interconnect with VERIZON.

PART B: INTERCONNECTION ARCHITECTURE

1. AT&T METHODS – AT&T, in its sole discretion, may specify one or more of the following methods to interconnect with the VERIZON network:
 - 1.1 Collocation - VERIZON shall provide collocation to AT&T pursuant to the terms set forth in Section 13 (Collocation) of this Agreement. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement.
 - 1.2 UNE Dedicated Transport provided by VERIZON – such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.
 - 1.3 Exchange Access Dedicated Transport (i.e., entrance facilities) provided by VERIZON - such leased facilities shall be provided at the rates, terms, and conditions set forth in the VERIZON exchange access tariff and consistent with applicable law.
 - 1.4 Third Party Facilities – where AT&T utilizes the facilities provided by a source other than itself or VERIZON. AT&T shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
 - 1.5 Intra-building Interconnection – where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.

- 1.6 Mid-Span Fiber Meet - is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by AT&T and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by AT&T.
- 1.6.1 The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of VERIZON. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.
- 1.6.2 If AT&T elects to interconnect with VERIZON through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction and maintenance costs for a Mid-Span Fiber Meet established pursuant to this Section, including the forward-looking economic cost of embedded facilities (*i.e.*, pre-existing facilities) used to construct the Mid-Span Fiber Meet, will be shared equally (*i.e.*, 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other

Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing) for UNE-Dedicated Transport.

- 1.6.3 The originating Party is responsible for transporting its traffic from the cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Part B Section 1 or Section 2, as applicable, for any such additional transport.
- 1.6.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement, the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate

commitment that such access and other arrangements will not be changed or altered.

- 1.6.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.
- 1.7 Any other technically feasible method requested by AT&T.
- 2. VERIZON METHODS – VERIZON may specify one or more of the following methods to interconnect with the AT&T network, subject to the terms herein:
 - 2.1 Space License - AT&T, at its sole discretion, may permit VERIZON to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating ESIT, Transit Traffic and Meet Point Billing Traffic (collectively “I-Traffic”). The terms and conditions of such arrangement shall be pursuant to Schedule 4.2.2 (Space License) of this Agreement.
 - 2.1.1 Notwithstanding AT&T’s sole discretion to permit VERIZON to utilize space and power in AT&T facilities, if VERIZON is providing to AT&T an exchange access entrance facility to a certain AT&T Switch Center and the terminating equipment used to provide such exchange access entrance facility has spare capacity, then VERIZON may, at its discretion, use the spare capacity of such equipment to establish transport facilities for the purpose of terminating I-Traffic under the terms, conditions and prices set forth in Schedule 4.2.2 (Space License) of this Agreement.
 - 2.2 Dedicated Transport provided by AT&T – Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in this Agreement or AT&T tariff. Dedicated Transport shall be considered available based on AT&T’s projected need for the requested capacity over the term requested by VERIZON.
 - 2.3 Third Party Facilities – where VERIZON utilizes the facilities provided by a source other than itself or AT&T. VERIZON shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
 - 2.4 Intra-building Interconnection – subject to mutual agreement of the Parties, where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.
 - 2.5 Mid-Span Fiber Meet – interconnection of each Party’s fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of VERIZON, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.

- 2.5.1 The Parties will work cooperatively in the selection of compatible transmission equipment.
- 2.5.2 Unless the Party's otherwise mutually agree, the SONET data control channel will be disabled.
- 3. TRANSITION TO NEW ARRANGEMENT - The Parties will implement the interconnection arrangement specified in this Schedule in accordance with the following:
 - 3.1 Upon the Effective Date of the Agreement, if either Party is providing interconnection facilities and/or transport to the terminating Party as described in Part A and for which the terminating Party was not paying compensation under the former agreement, then the providing Party may immediately assess, and the terminating Party shall pay, the charges for such interconnection facilities and transport, as applicable.
 - 3.2 If either Party determines that the interconnection arrangement implemented under the former agreement does not comport with interconnection arrangement set forth in this Schedule, then such Party may request that the existing interconnection arrangement be converted to the interconnection arrangement set forth in this Schedule. To assure that any such conversion is reasonable, such conversions will be implemented in accordance with the following guidelines.
 - 3.2.1 Within forty five (45) days of a request by either Party to convert the existing interconnection arrangement, the Parties will mutually develop a transition plan for each LATA based on the terms of this agreement that will specify: (1) each Party's POIs; (2) to the extent known at that time, each Party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.
 - 3.2.2 If the Parties have deployed two-way Traffic Exchange Trunk groups (exclusive of exchange access trunks on which the parties may have combined ESIT) under the previous agreement, then at AT&T's request VERIZON hereby agrees that: (1) as of the date of AT&T's request the existing two-way trunk groups will be capped (i.e., no longer augmented); (2) the Parties will establish and augment new one-way trunk groups for traffic growth; (3) with respect to end-office trunk groups, one-way groups shall be designated primary-high, and two-way end-office trunk groups shall be designated intermediate-high; (4) with respect to tandem trunk groups, one-way groups shall be designated direct or alternate final and two-way groups shall be designated alternate final or intermediate high; both as designated by AT&T; and (5) notwithstanding the one-year limit set forth in

Section 3.2.4, on the date requested by AT&T, the two-way groups will be discontinued and the affected traffic will be routed via the one-way trunk groups.

- 3.2.3 Unless otherwise mutually agreed, each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement.
- 3.2.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the request by either Party to convert the existing interconnection arrangement.
- 3.3 If, following one (1) year after the request by either Party to convert the existing interconnection arrangement pursuant to Section 3.2, there exists any I-Traffic trunks which (1) are not grandfathered pursuant to Section 3.2.1 of this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 28.11 of this Agreement, to require the other Party to complete such conversion.
- 4. Intentionally omitted.
- 5. STANDARDS - The Parties will use the following interconnection standards:
 - 5.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.
 - 5.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.
 - 5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
 - 5.4 All interconnection facilities between the Parties will be sized according to forecasts developed per the requirements of Section 10.3 (Forecasting) of this Agreement and sound engineering practices.
 - 5.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).

PART C: TRUNK ARRANGEMENTS

1. The Parties shall establish the following separate and distinct trunk groups in accordance with this Part C.
 - 1.1 One-way Traffic Exchange Trunks for the transmission and routing of those traffic types as described in Section 4.1.1 of this Agreement. If AT&T so requests, such trunks will operate as two-way trunks for testing purposes, but shall carry only one-way terminating traffic.
 - 1.2 Two-way Meet Point Billing trunks for the transmission and routing of jointly provided exchange access traffic, including translated interLATA 8YY traffic in accordance with Section 4.1.1 and Section 6 of this Agreement.
 - 1.3 At AT&T's request, one-way untranslated 8YY trunks for the transmission and routing of untranslated 8YY traffic. All originating toll free service calls for which AT&T requests that VERIZON perform the SSP function (e.g., perform the database query) shall be delivered to VERIZON, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and a mutually agreed upon Circuit Code or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.
 - 1.4 Two-way BLV/BLVI trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau, in accordance with Section 12 below.
 - 1.5 One-way 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic.
 - 1.6 Where traffic management or protective protocols such as call gapping are not implemented, one-way choke trunks for traffic congestion and testing.
 - 1.7 One-way or two-way, as requested by AT&T, combined-use FG-D and/or FG-B (if required) exchange access trunks on which AT&T may combine originating ESIT with exchange access traffic, and AT&T report to VERIZON the factors necessary for proper billing of such combined traffic as set forth in Section 5.6 (Measurement and Billing) of the Agreement.
2. All originating translated interLATA Toll Free Service calls for which AT&T performs the SSP function, if delivered to Verizon, shall be delivered by AT&T using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls, over a separate Meet Point Billing trunk group. This trunk group can also be used for incoming IXC originated traffic destined for the AT&T End Office.
3. Notwithstanding Section 6 below, if AT&T implements multiple Meet Point

Billing trunk groups in a LATA, then AT&T will route all translated intraLATA 8YY traffic originating on any Nortel DMS250TM and Lucent 5ESSTM switch identified in the LERG with an OCN of 7124 to a mutually agreed upon, single destination (i.e., VERIZON Tandem) in the LATA.

4. The originating Party will determine trunk routing for ESIT it delivers to the other Party. The terminating Party may send the originating Party a TGSR to (1) groom out trunks to one or more alternative switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the originating Party agrees to promptly evaluate the request and reply whether it agrees to implement or not the TGSR action.
5. The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.
6. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA-NXX codes served by: (1) End Offices that directly subtend the access Tandem; (2) other VERIZON End Offices that do not normally subtend such Tandem, for which calls are routed to that End Office on an alternate routing basis; and (3) those providers (including, but not limited to CMRS providers, ITCs, other independent LECs, and CLECs) that directly connect to the access Tandem. With respect to Subsection (2), VERIZON will provide to AT&T any alternate routing plan it has developed, so that AT&T may route traffic pursuant such plan in the event of a network failure or other service affecting event.
7. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific End Office only traffic destined for those publicly-dialable NPA-NXX codes served by that End Office, unless otherwise agreed to by the Parties.
8. The source for the routing information for all traffic shall be the then current version of the LERG issued by Telcordia Technologies, Inc., unless otherwise agreed to between the Parties.
9. Where either Party delivers over the applicable trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. Billing for these calls will be as defined in Section 5.6 (Measurement and Billing) or Section 7 (Transport and Termination of Other Types of Traffic), as applicable.
10. Subject to the network management provisions of Section 10 of the Agreement, the Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.
11. N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks

over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.

12. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the applicable trunk groups(s) using network-routable access codes published in the LERG.
13. With respect to the trunk group types described in Section 4.1.1, the originating Party shall be responsible for all Control Office functions for interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups as more fully described in Section 10 (Network Implementation) of this Agreement. With respect to Meet Point Billing trunk groups, AT&T is responsible for all Control Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in Section 6.2 and Section 10 (Network Implementation) of this Agreement.
14. The Parties will implement trouble and testing procedures in accordance with the terms set forth in Section 10 (Network Implementation) of this Agreement.
15. The technical and operational interfaces and procedures to be followed by the Parties are set forth in Section 10 (Network Implementation) of this Agreement.
16. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties in the frequency and format set forth in Section 10.3 (Forecasting) of this Agreement.
17. A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

To ensure that blocking standards are being met, VERIZON agrees to provide upon request of AT&T, the following information on all trunks, regardless of the type of traffic being transported:

- 17.1 the percentage of trunk groups blocked by route in VERIZON's network,
- 17.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T NXX subtending the VERIZON tandem to determine which AT&T traffic by NXX is being blocked, and
- 17.3 the point(s) behind the tandem in VERIZON's network where the blocking is occurring.

18. The Parties agree to jointly manage the capacity of I-Traffic trunk groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.

SCHEDULE 4.2.2**SPACE LICENSE**

1. AT&T, at its sole discretion, may license Verizon to situate Verizon equipment in the AT&T Central Office ("CO") and to utilize AT&T site support services in the AT&T CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to AT&T for completion in accordance with Schedule 4, Part B (Interconnection Architecture) of this Agreement. Such licenses and site support services are referred to herein collectively as a "Space License."
2. The only allowable network interfaces under a Space License are DS1 and DS3.
3. Space Licenses are available at AT&T's sole discretion and are further subject to the availability of space and site support services in each AT&T CO. To establish a Space License, Verizon must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
 - 3.1 Among the information to be provided in the questionnaire, Verizon must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T CO in which Verizon's equipment is or is to be located is referred to herein as the "Equipment Space."
 - 3.2 Verizon is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures.
 - 3.3 If Verizon desires to modify its request, prior to notification from AT&T regarding availability, Verizon may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.
4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T CO space and site support services to meet the request contained in Verizon's questionnaire. AT&T will notify Verizon in writing whether there is sufficient AT&T CO space available for each such request.
5. Upon receiving written notification of the availability of AT&T CO space from AT&T, Verizon will provide written verification that it still requires such AT&T CO space. This written notification is Verizon's firm order for each AT&T CO space requested, and will constitute an executed Space License under the terms of this Agreement.
6. The rates and charges payable by Verizon under this Space License are set forth in Exhibit A (Pricing) of this Agreement or in AT&T's applicable Tariff.

7. AT&T agrees to provide site support services as follows:
 - 7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for Verizon's use.
 - 7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which AT&T will supply DC power to Verizon.
 - 7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
 - 7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.
8. AT&T will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.
9. Verizon will use the Space Licenses solely for the purpose of delivering its I-Traffic to AT&T, so that AT&T may complete such calls in accordance with Schedule 4 (Interconnection) of this Agreement. Verizon agrees not to make any other use of the Space Licenses without the advance written consent of AT&T.
10. Upon reasonable advance notice and for the limited purpose of performing work for which Verizon is responsible under this Schedule or Agreement, AT&T licenses Verizon to enter and exit the Equipment Space through portions of the AT&T CO as designated by AT&T. Unless a service outage is occurring or appears to be imminent, Verizon shall perform its work in the AT&T CO during regular business hours as designated from time to time by AT&T.
11. Verizon shall either furnish to AT&T, and keep current, a written list of all Verizon's employees and AT&T approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which AT&T can use to verify the authority of such persons. Verizon shall also furnish to AT&T, and keep current, samples of the identifying credentials to be carried by such persons. AT&T will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding any other provisions of this Agreement, Verizon hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom AT&T has admitted in good faith to the AT&T CO.
12. While in the AT&T CO, employees of Verizon and its contractors must comply at all times with AT&T's security and safety procedures and requirements.

AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.

13. Verizon will be responsible for selecting its contractors and causing their compliance with this Schedule or Agreement.
14. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around AT&T's CO.
15. Verizon's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in AT&T's sole judgment, might cause damage to or otherwise interfere with AT&T's operations. AT&T reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of AT&T (and its affiliates, vendors, and customers).
16. In addition to the Licensed Facilities, Verizon may bring into the Equipment Space the small tools and portable test equipment needed for the work for which Verizon is responsible. Verizon will be responsible for the care and safeguarding of all such items. Verizon may not bring any other items into the AT&T CO without AT&T's prior written consent. In particular, and without limiting the foregoing, Verizon may not bring into the AT&T CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
17. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for Verizon transmission cable, the Licensed Facilities, and any work performed by or on behalf of Verizon in the AT&T CO, at any time. If the Equipment Space is surrounded by a security enclosure, Verizon shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
18. AT&T and Verizon intend that the Licensed Facilities, whether or not physically affixed to the AT&T CO, shall not be construed to be fixtures. Verizon (or the lessor of Verizon equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by Applicable Laws, and will pay all taxes levied upon the Licensed Facilities.
19. Verizon agrees not to sell, convey, or lease Verizon transmission cable under any circumstances, except for a conveyance of Verizon transmission cable to AT&T upon termination of the applicable Space License. Verizon further agrees not to cause, suffer, or permit Verizon transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by Verizon or any act or omission of Verizon. If Verizon transmission cable becomes so encumbered, Verizon agrees to discharge the obligation within thirty

(30) days after receiving notice of the encumbrance.

20. The licenses granted by this Schedule or Agreement are non-exclusive personal privileges allowing Verizon to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by Verizon under this Schedule or Agreement do not create or vest in Verizon (or in any other person) any property right or interest of any nature in any part of the AT&T CO.
21. The licenses granted to Verizon under this Schedule or Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
22. AT&T may relocate the licensed space, or the AT&T CO, or both upon thirty (30) days prior written notice to Verizon. If relocation of Licensed Facilities is required, the Party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to Verizon. AT&T will reimburse Verizon for the reasonable cost of such relocation work performed by Verizon, and AT&T will provide at its own expense any additional or replacement cable racks and Verizon transmission cable needed to accommodate the relocation of the installation. AT&T and Verizon will work together in good faith to minimize any disruption of service in connection with such relocation.
23. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
 - 23.1 Verizon agrees to furnish all Licensed Facilities.
 - 23.2 Verizon agrees to install the Licensed Facilities. Verizon agrees to comply with specifications and processes furnished by AT&T for installation performed by Verizon.
 - 23.3 Verizon agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in Verizon's frame to the designated AT&T power source. Verizon will distribute the power among its equipment within the Equipment Space.
 - 23.4 Verizon agrees to maintain in good working order all Verizon equipment in Equipment Space. AT&T agrees to repair Verizon transmission cable. Verizon is not permitted to repair installed Verizon transmission cable in order to avoid possible harm to other transmission cables.
 - 23.5 Verizon may use contractors to perform installation and maintenance for which Verizon is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of Verizon submitted

- contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.
- 23.6 Verizon may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If Verizon chooses to install its equipment in locked cabinets, Verizon shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.
24. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any Verizon equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
25. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
- 25.1 Verizon fails to pay charges due or fails to comply with any of the terms or conditions of this Schedule 4.2.2.
- 25.2 Verizon fails to utilize the Licensed Facilities for the authorized purpose described in this Schedule 4.2.2.
- 25.3 Verizon fails to comply with Applicable Laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Schedule 4.2.2.
26. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- 26.1 Within thirty (30) days after termination of a Space License, Verizon will, at its sole expense, remove all Verizon equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If Verizon fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to Verizon, perform the removal and restoration at Verizon's sole risk and expense.
- 26.2 Because removal of installed Verizon transmission cable may cause damage to other cables or fiber, Verizon agrees to relinquish its

transmission cable to AT&T in lieu of removal. Upon termination of the applicable Space License, all Verizon transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by Verizon (or by any person claiming through Verizon). At AT&T's request, Verizon will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of Verizon transmission cable to AT&T.

- 26.3 If no monies are owed by Verizon to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to Verizon's last known business address or to a domestic location designated by Verizon, at Verizon's sole risk and expense. If monies are so owed, Verizon agrees that AT&T may either take ownership free of any interest or lien by Verizon (or those claiming through Verizon) or treat such equipment as abandoned by Verizon.

Schedule 5.6**Bills****1. Issuance of Bills - General**

1.1 Verizon and AT&T will issue all bills in accordance with the terms and conditions set forth in this Agreement. Verizon and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN.

1.2 Intentionally omitted.

1.3 Each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

1.4 AT&T and Verizon shall provide each other reasonable notice if a billing transmission is received and cannot be processed. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. If the fault in the transmission is due to an error by the billing Party, the payment due date for such resubmitted transmission(s) will be thirty (30) days from the date of the corrected transmission.

2. Electronic Transmissions

2.1 Verizon and AT&T agree that each Party will transmit billing information and data in CABS:BOS format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit for Connect: Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If Verizon has an established Connect: Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Verizon must provide AT&T its Connect: Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. AT&T will supply to Verizon its RACF ID and password before the first transmission of data via Connect:Direct. Each Party shall provide to the other Party, in written form, all applicable dataset format information. Any changes to either Party's Connect: Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

3. **Tape or Paper Transmissions**

3.1 In the event that electronic transmission of billing information and data via Connect:Direct is unavailable due to service outage, or as otherwise mutually agreed to by the Parties, the Parties will transmit billing information and data to each other via cartridge tape, paper or such other medium as agreed to by AT&T and Verizon for the duration of the service outage. Within a reasonable time period following service restoration, electronic transmission of billing information and data via Connect:Direct shall resume. Each Party shall notify the other Party of the correct billing address(es).

4. **Testing Requirements**

4.1 At least fifteen (15) days prior to either Party sending the other Party a mechanized bill for the first time via electronic transmission, or at least fifteen (15) days prior to changing mechanized formats, Verizon shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed.

4.2 During the testing period, the billing Party shall transmit to the other Party billing data and information via paper transmission.

5. **Additional Requirements**

5.1 The Parties agree that if the billing Party transmits data to the other Party in a mechanized format, the billing Party will also comply with the following specifications:

- a. The BAN shall not contain embedded spaces or low values.
- b. The Bill Date shall not contain spaces or non-numeric values.
- c. Each bill must contain at least one detail record.
- d. Any "From" Date should be less than the associated "Through" Date and neither date can contain spaces.

6. **Bill Accuracy Certification**

The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. The Parties may mutually agree to implement control mechanisms and procedures to render a bill that accurately reflects the Unbundled Network Element, Combination, Interconnection or Resold Service ordered and used by the other Party.

SCHEDULE 5.6.7**APPLICABLE FACTORS**

PIU and PLU may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
Verizon	AT&T	ALL	The percentage currently in use as of the Effective Date of this Agreement.	The percentage currently in use as of the Effective Date of this Agreement.
AT&T	Verizon	ALL	The percentage currently in use as of the Effective Date of this Agreement.	The percentage currently in use as of the Effective Date of this Agreement.

SCHEDULE 11**ACCESS TO OPERATIONS SUPPORT SYSTEMS****1.0 Definitions**

As used in this Schedule 11, the following terms shall have the meanings stated below:

1.1 "Verizon Operations Support Systems" or "Verizon OSS" means Verizon interfaces for access to pre-ordering, ordering/provisioning, maintenance and repair, and billing generally available to all CLECs.

1.2 "Verizon OSS Services" means access to Verizon Operations Support Systems functions of Pre-Ordering, Ordering/Provisioning, Maintenance and Repair, and Billing. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Call Detail Information to AT&T pursuant to this Agreement; and, (b) "Verizon OSS Information", as defined in Section 1.3 below.

1.3 "Verizon OSS Information" means any information accessed by, or disclosed or provided to, AT&T through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or an AT&T Customer accessed by, or disclosed or provided to, AT&T through or as a part of Verizon OSS Services; and, (b) any AT&T Call Detail Information (as defined in Section 1 of the General Terms and Conditions) accessed by, or disclosed or provided to, AT&T.

2.0 General Conditions

2.1 This Schedule 11 sets forth the terms and conditions under which Verizon will provide electronic access to the following Verizon Operations Support Systems and Verizon OSS Services. Verizon will provide such access to AT&T through the interfaces listed below or any other generally available Verizon OSS interfaces (e.g., Web GUI) for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with guidelines published by Verizon and which are consistent with the Change Management Process described below.

Interface	Function
CORBA	Pre-order
EDI	Ordering, Provisioning
EBI	Maintenance & Repair
Connect:Direct	Billing

2.2 AT&T agrees to access the Verizon OSS and utilize Verizon OSS Services, only for the purposes of establishing and maintaining Services provided to

AT&T by Verizon. Except as may be mutually agreed to by the Parties in writing, AT&T agrees that such use will comply with the security requirements of Verizon.

2.3 By accessing customer service records pursuant to this Schedule, AT&T represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. AT&T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder) and in accordance with Section 18.3.

2.4 Verizon will provide AT&T with access to Verizon OSS in accordance with Verizon's published availability schedule, subject to changes to such schedule made in accordance with the Change Management Process.

2.5 Each Party shall provide designated contacts for technical issues related to this Schedule. Verizon shall also publish or otherwise provide to AT&T toll-free nationwide telephone numbers (and applicable hours of operation) which will be answered by capable staff trained to answer questions and resolve technical problems related to this Schedule or other matters associated with the provision of Verizon OSS Services.

2.6 Verizon and AT&T may, upon mutual agreement jointly establish interface contingency plans for access to Verizon OSS.

2.7 The Parties agree that the Change Management Process as established between Verizon and participating CLECs, as may be amended from time to time, will be used to manage changes to Verizon OSS interfaces. For purposes of this Schedule, "Change Management Process" means the documented process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings.

2.8 Notwithstanding any other provision of this Agreement, if any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) conflicts with any term or condition of the Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferee, Memorandum Opinion and Order, Appendix D, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Conditions") or otherwise would require Verizon, prior to the time period contained in the Merger Conditions or in a manner inconsistent with the Merger Conditions, to implement any Verizon OSS process, interface, or business rule, including but not limited to the Change Management Process, or any Verizon OSS Services as those terms are defined in this Agreement, the term or condition contained in the Merger Conditions shall prevail. If any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) and any provision of the agreement entered into by Verizon and others (including AT&T) on August 20, 1999 (in settlement of *MCI Worldcom, Inc. and AT&T Corp. v. Bell Atlantic Corp.*, FCC File No. EAD-99-0003), as may be amended from time to time, and any collaborative proceedings

or arbitrated decisions arising from that settlement agreement ("Settlement Agreement") cannot be reasonably construed or interpreted to avoid conflict, the terms of the Settlement Agreement shall prevail. Conflicts among this Schedule 11 (and/or Section 11.6 of this Agreement), the Settlement Agreement, and the Merger Conditions shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Settlement Agreement; (b) the Merger Conditions; and (c) this Schedule 11 (and/or Section 11.6 of this Agreement).

2.9 In ordering Services, AT&T and Verizon will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Ordering and Billing Forum (OBF); provided, however, Verizon shall not be required to implement a version of an industry standard or may modify its use of such industry standards subject to notice in accordance with the Change Management Process, as may be amended from time to time. Verizon may also modify its use of such industry standards (i) in order to be consistent with the terms of the Settlement Agreement; or (ii) consistent with any collaborative proceedings pursuant to the Merger Conditions. Furthermore, industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, AT&T and Verizon will use the Change Management Process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant to the Change Management Process, there is agreement to continue to use a non-OBF standard or format. Nothing in this Section 2.9 shall require Verizon to implement an industry standard prior to the time period required by the Merger Conditions or in a manner inconsistent with the Merger Conditions. Verizon reserves the right to establish non-standard Verizon OSS interfaces if required by law, regulation or collaborative proceeding.

3.0 Access to and Use of Verizon OSS

3.1 Verizon OSS may be accessed and used by AT&T only to the extent necessary for AT&T's access to and use of Verizon OSS Services pursuant to the Agreement.

3.2 AT&T shall restrict access to and use of Verizon OSS to AT&T. This Schedule 11 does not grant to AT&T any right or license to grant sublicenses to other persons, or permission to other persons (except AT&T's employees, agents and contractors, in accordance with Section 3.6 below), to access or use Verizon OSS.

3.3 AT&T shall not (a) alter, modify or damage the Verizon OSS (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS, or (c) obtain access through Verizon OSS to Verizon databases, facilities, equipment, software, or systems, which are not offered for AT&T's use under this Schedule 11.

3.4 Except as may be otherwise mutually agreed to by the Parties in writing, AT&T shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

3.5 All practices and procedures for access to and use of Verizon OSS, and all access and user identification codes for Verizon OSS: (a) shall remain the property of Verizon; (b) shall be used by AT&T only in connection with AT&T's use of Verizon OSS permitted by this Schedule 11; (c) shall be treated by AT&T as Confidential Information of Verizon pursuant to subsection 28.5 of the Agreement; and, (d) shall be destroyed or returned by AT&T to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

3.6 AT&T's employees, agents and contractors may access and use Verizon OSS only to the extent necessary for AT&T's access to and use of the Verizon OSS permitted by this Agreement. Any access to or use of Verizon OSS by AT&T's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.5 thereof and Section 3.5 of this Schedule 11.

4.0 Verizon OSS Information

4.1 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11, AT&T shall acquire no rights in or to any Verizon OSS Information.

4.2 The provisions of this Section 4.2 shall apply to all Verizon OSS Information, except (a) AT&T Call Detail Information, (b) CPNI of AT&T, and (c) CPNI of a Verizon Customer or a AT&T Customer, to the extent the Customer has authorized AT&T to use the Customer Information.

4.2.1 AT&T's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for AT&T's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11. Any access to, or use or disclosure of, Verizon OSS Information by AT&T's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.5 of the Agreement.

4.2.2 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11 (including, but not limited to, Section 22 of the Agreement), AT&T's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement. All Verizon OSS Information received by AT&T shall be destroyed or returned by AT&T to Verizon, upon expiration, suspension or termination of this Agreement.

5.0 Liabilities and Remedies

5.1 AT&T agrees that Verizon may be irreparably injured by a breach of Sections 3 or 4 above by AT&T or the employees, agents or contractors of AT&T, and

that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

6.0 Relation to Applicable Law

The provisions of Sections 3, 4 and 5 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

7.0 Verizon Access to Information Related to AT&T Customers

7.1 Verizon shall have the right to access, use and disclose information related to AT&T Customers that is in Verizon's possession to the extent such access, use and/or disclosure has been authorized by the AT&T Customer in the manner required by Applicable Law.

7.2 Upon request by Verizon, AT&T shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to AT&T's operations support systems (including, systems for pre-ordering, ordering/provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to AT&T Customers (as authorized by the applicable AT&T Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.0 Application-to-Application Interface Testing for Ordering/Provisioning

8.1 The Parties shall conduct application-to-application interface testing prior to AT&T's initial live access to Verizon OSS. Additionally, the Parties may agree to conduct application-to-application interface testing to test new releases of Verizon OSS software. Any application-to-application interface testing shall be pursuant to Verizon CLEC Test Environment (CTE) guidelines published by Verizon consistent with the Change Management Process. Application-to-application interface testing will allow for the testing of the systems, interfaces, and processes for the Ordering and Provisioning functions. If AT&T wishes to conduct Friendlies-type application-to-application testing, the Parties shall negotiate a separate test agreement that addresses the terms and conditions applicable to such testing.

8.2 Notwithstanding any other provision of this Agreement, AT&T shall not send any orders into production until such time that AT&T has successfully completed testing in the Verizon CTE in Virginia except as otherwise mutually agreed to by the Parties. AT&T agrees that it will only send orders into production containing features, services and/or elements for which it has successfully completed testing in Virginia in the Verizon CLEC Test Environment except as otherwise mutually agreed to by the Parties.

8.3 Prior to initial access to Verizon OSS, AT&T will complete applicable user education classes, as offered by Verizon, for Verizon-provided interfaces. Such user education classes will be available in accordance with rates published by Verizon.

8.4 AT&T agrees that personnel from other competitive Local Service Providers may be scheduled into any class. Class availability is first-come, first served.

8.5 Class dates will be in accordance with Verizon's published schedule. Special classes may be arranged as mutually agreed to by the Parties.

8.6 AT&T agrees that AT&T personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other Verizon system are strictly prohibited.

8.7 Nothing in this Section 8 shall require Verizon to offer non-scheduled user education classes to AT&T except as may be mutually agreed to by the Parties or as otherwise generally offered to other CLECs.

9.0 Prices/Rates

9.1 AT&T will pay Verizon for access to the Verizon OSS according to the prices set forth in Exhibit A (Pricing Schedule) of this Agreement or as otherwise determined by the Commission.

10.0 Local Account Maintenance

10.1 Where Verizon's existing PIC Change process currently supports the option of either having Verizon reject or process PIC changes requested by intraLATA toll or interLATA (or international, where applicable) carriers ("Carriers") on AT&T's Customers' accounts, AT&T may make its election regarding this option upon establishing its account with Verizon and on an as needed basis thereafter. In such case, if AT&T elects to have Verizon reject these PIC changes under this option, or where Verizon does not currently support this option, Verizon shall so notify Carriers by creating the appropriate reject transaction record pursuant to Customer Account Record Exchange (CARE) record formats approved by the Ordering and Billing Forum (OBF).

Schedule 11.2.17**Line Sharing and Line Splitting**

1.0 Unless expressly stated herein, Line Sharing, Line Splitting and all associated terminology shall have the same meaning as in Verizon's New York State tariffs and in the documentation describing the operational processes to support line sharing and line splitting developed by, or in connection with, the DSL Collaborative proceeding conducted under the auspices of the New York State Department of Public Service ("DSL Collaborative") and operational agreements between AT&T and Verizon in New York (collectively the "New York DSL Process").

1.1 Verizon shall provide Line Sharing and Line Splitting support to AT&T so that AT&T may provide services through use of the high frequency spectrum (HFS) of the local loop facility. Such services include any xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, subject to the terms and conditions set forth herein.

1.2 Verizon shall make Line Sharing (including, but not limited to, Loop pre-qualification processes for Line Sharing) and Line Splitting available to AT&T as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 at rates set forth in Exhibit A. Prices for Line Sharing and Line Splitting support shall be specific to Virginia, but Verizon shall bear the burden of justifying material variances from the pricing and price structure adopted in New York.

1.3 Except for Sections 1.3.1 and 1.3.2 below (which do not apply to Line Sharing), the following shall apply to Line Sharing and Line Splitting:

1.3.1 AT&T may utilize, at its option, any of the Loop pre-qualification methods currently provided by or used by Verizon, including any affiliate of Verizon.

1.3.2 Notwithstanding the foregoing, AT&T may elect to perform Loop pre-qualification for Line Splitting using a qualification procedure other than those offered by Verizon and in such cases Verizon shall not reject an AT&T order for Line Splitting because Verizon's Loop pre-qualification procedure was not performed. When AT&T opts not to use Verizon's tools to perform Loop pre-qualification, AT&T will not hold Verizon responsible for service performance of the Loop until such Loop is qualified according to then-current Verizon Loop qualification procedures. When AT&T elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedures; however, for the avoidance of any doubt, Verizon shall bill and AT&T shall pay any charges incurred by Verizon in connection with modifications to its loop pre-qualification OSS that are made

VERIZON PROPOSED LANGUAGE:

as a result of AT&T's decision to use non-Verizon loop pre-qualification tools.

AT&T PROPOSED LANGUAGE:

at AT&T's request.

1.3.3 Intentionally omitted.

1.3.4 Collocation augments required either at the POT Bay, Collocation node, or for splitter placement, shall be ordered using standard Collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement; provided, however, the collocation interval for expanding connecting facilities for existing collocations is forty-five (45) business days starting from submission of an accurate augment application through completion of collocation space that is accepted by AT&T. When engaging in Line Sharing in a particular office, AT&T will designate which splitter option it is choosing on the Collocation application or augment.

1.3.5 Intentionally omitted.

1.3.6 Intentionally omitted.

1.3.7 AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Sharing or Line Splitting. Unless the Parties agree otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent.

1.3.8 A Trouble Isolation Charge (TIC) will not apply unless the removal of the advanced service from a Line Sharing configuration substantially improves the service quality in the low frequency portion of the loop. If removal of the advanced service capability from the Line Sharing configuration does not result in a

material improvement in the quality of service in the low frequency portion of the loop, Verizon shall immediately re-establish the advanced service capability and no TIC shall apply.

1.4 Intentionally omitted.

1.5 Except as expressly provided in this Agreement, Verizon-VA shall support Line Sharing and Line Splitting with operational capabilities within Virginia in the manner established through the New York DSL Process.

1.5.1 Except as expressly provided in this Agreement, all outputs from the New York DSL Process that are based on Federal law ("New York Outputs") shall apply in Virginia, including published operating procedures, agreements (both industry-wide and between AT&T and Verizon), tariffs and orders of the New York Public Service Commission that are based on Federal law, unless AT&T has expressly agreed otherwise, or unless the Virginia State Corporation Commission has issued an order applying Federal law that specifically directs that different rules or processes should apply.

1.5.2 Unless otherwise mutually agreed by the Parties, the operational interfaces and standards governing those interfaces with which AT&T must comply, including but not limited to the form, format and the required/optional nature of information that must be exchanged, shall not vary in any material manner between New York and Virginia. In the event of a dispute, Verizon shall have the burden of proving that any proposed variations are not material.

1.5.3 Within thirty (30) days of approval of this Agreement, Verizon shall identify and provide to AT&T copies of all documentation that comprehensively defines the operational procedures employed in New York that AT&T must follow and that Verizon will support when AT&T seeks to engage in Line Sharing or Line Splitting. Subsequent expansion or modification of operational documentation shall be handled according to the procedures described in subsections 3.1 and 3.2 below, to assure that the operating procedures established by the New York DSL Process are accurately reflected.

1.5.3.1 AT&T will review the documentation supplied by Verizon and identify all areas where it believes (i) further clarification is required, (ii) the documentation is incomplete or (iii) the documentation does not accurately reflect AT&T's understanding of the agreements reached or orders issued in connection with the New York DSL Process. Verizon shall respond to AT&T within ten (10) days, with a written proposal for disposing of the issues raised.

1.5.3.2 If the Parties cannot reach agreement regarding modifications to the applicable documentation or the timing of changes to the documentation, as proposed by Verizon, either Party may submit open issues to the Dispute Resolution process as specified in Section 28.11 of this Agreement upon ten (10) days notice to the other Party of its intent to do so.

1.5.4 Either Party may request modification, clarification or expansion

of any existing operational documentation. In such cases, the requesting Party shall propose the change or make the request in writing, after which the provisions section 1.5.3 above shall apply.

1.5.5 In the event of a conflict, operational detail set forth in agreed upon process documentation shall prevail over material produced solely by Verizon, including but not limited to Verizon handbooks or material on a Verizon web site.

1.5.6 New York Outputs shall generally be implemented in Virginia contemporaneously with their implementation in New York. In no event shall Verizon-VA's implementation of such outputs take longer than thirty (30) days from the New York implementation date, unless AT&T agrees to such an extension or unless Verizon-VA has applied for and received permission from the Virginia State Corporation Commission to employ a different schedule or to deploy different functionality. In such cases, Verizon-VA shall provide AT&T with notice of its intention to seek an extension from the Virginia State Corporation Commission at the same time it files its request with the Commission.

1.5.7 Either Party may petition the Virginia State Corporation Commission to delay or modify implementation of obligations established through the New York DSL Process. The petitioning Party shall be responsible for demonstrating why conditions vary between Virginia and New York, such that delayed or modified implementation is justified in Virginia, and there will be a strong presumption that such differences do not exist. For obligations established prior to the effective date of this Agreement, any such petition shall be filed within thirty (30) days of the effective date hereof. For obligations established after the effective date of this Agreement, any such request shall be filed within thirty (30) days of the agreement or ruling in New York that establishes such obligation. If the Virginia State Corporation Commission declines to review a Party's petition to delay or modify implementation of obligations established through the New York DSL Process, then AT&T and Verizon shall attempt to negotiate a resolution. If the Parties are unable to reach agreement within thirty (30) days, either Party may seek resolution of open issues through the Alternative Dispute Resolution process set forth in Section 28.11.

1.5.8 If a New York Output is not practically available in New York within the time frame specified in New York, AT&T may seek expedited implementation within Virginia through use of the Alternative Dispute Resolution process described in Section 28.11. If no specific and binding timeframe for implementation is specified for a New York Output, AT&T may seek implementation of that output pursuant to a specific time line for Virginia through application of the Alternative Dispute Resolution process.

1.5.9 If the New York DSL Collaborative is operating at the time, all requests for modifications to or expansion of Verizon-VA's operational support for Line Sharing or Line Splitting capabilities shall first be submitted to the appropriate body in the collaborative process in New York unless the Parties have mutually agreed to implement the change for Virginia.

1.5.9.1 If the New York DSL Collaborative fails to resolve such a request within six months of the initial request, the proponent may seek adoption of the request in Virginia through the Alternative Dispute Resolution Process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, and there shall be a strong presumption that modifications not addressed through the New York DSL Collaborative process should not be made in Virginia.

1.5.10 If the New York DSL Collaborative process is no longer operating, or is no longer considering modifications to Verizon's DSL obligations, then the proponent of a change in Virginia shall first seek to negotiate the desired change with the other Party. If the Parties are unable to reach agreement within thirty (30) days of the initial request, either Party may seek resolution of open issues through the Alternative Dispute Resolution process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, but there shall be no presumption regarding the reasonableness of making the change for Virginia only.

1.5.11 If a tariff, operating procedure or other applicable documentation is withdrawn in New York, and no appropriate alternative document is identified to take its place, then the most recent version of the publicly available New York documentation that existed prior to the withdrawal in New York shall continue to govern operations in Virginia until replacement material is agreed upon by AT&T or ordered by the Virginia State Corporation Commission.